



Exporter		HOUSE SEA WAYBILL		Sea Waybill Number	
MOC THANH MANUFACTURING CO., LTD. NUMBER 13, ROAD THANH BINH 12 TRUNG TAM HAMLET THANH BINH VILLAGE, TRANG BOM DISTRICT DONG NAI VIET NAM		COPY		SGN00495856	
Consignee		 <p>FMC NO.025018N</p> <p>Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding. The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In WITNESS, whereof one (1) original Sea Waybill has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Sea Waybill must be surrendered duly endorsed in exchange for the Goods or delivery order.</p>			
MARSHALLS OF MA INC. 770 COCHITUATE ROAD FRAMINGHAM MA 01701 UNITED STATES +17743085239					
Notify Party					
Vessel		Voyage			
ONE COMMITMENT		050E			
Place of Receipt	Port of Loading	Destination (if on carr)		Release	
HO CHI MINH CITY, VIET NAM	HO CHI MINH CITY, VIET NAM	LOS ANGELES, UNITED STATES		SEA WAYBILL	
Shipped On Board	Port of Discharge	Freight Payable At		No. of Original B/L	
10-Nov-20	LOS ANGELES, UNITED STATES	FREIGHT COLLECT		3 (THREE)	
<div> <div>Details of cargo as declared by Shipper</div> <div>Declared Cargo Value U.S. \$ _____</div> </div>					
Marks and Numbers	Description of Goods			Gross Mass	Cubic(M3)
CONT /SEAL NO. BMOU5277113/ VN828088A/40 HC	1 x 40HC CONTAINER 360 Carton(s) MT001BAUSBRRN: #20X14X25 USB BRN 1DRW 1DR (SOLID ACACIA) MT002BAUSBRRN: #20X13X28 USB BRN 1DR CAB (SOLID ACACIA) PO# 0100351492 0600351492 PCS CTNS CBM KGS 90 90 14.400 1,260.00 270 270 43.200 3,780.00 TOTAL 360 360 57.60 5,040			5040 KG	57.6 M3
P.O. # 0100351492	Consol Ref: C00396555			Shipper Load Count and Sealed	
Container	Seals	Type	Weight(KG)	Volume(M3)	Packages Mode
BMOU5277113	VNVN828088A	40HC	5040	57.6	360 CTN CY/CY*
360 CTN - 5040 KG - GEN					
Delivery Agent			Freight and Charges		
AIT WORLDWIDE LOGISTICS, INC. 19901 HAMILTON AVE STE D FIRMS Z894 TORRANCE CA 90502 UNITED STATES Phone: +1 310-538-4383 Fax: +1 310-538-8274					
In witness of the contract herein contained, the above stated number of originals Bills of Lading have been issued, one of which to be accomplished, the other(s) being void.					
AS CARRIER					
Place Of Issue: HO CHI MINH CITY, VIET NAM			Date Of Issue: 10-Nov-20		
Place of Acceptance		Place of Delivery		Total No. of Packages	
HO CHI MINH CITY, VIET NAM		LOS ANGELES, UNITED STATES		ONE CONTAINER(S)	








Exporter		HOUSE SEA WAYBILL		Sea Waybill Number	
MOC THANH MANUFACTURING CO., LTD. NUMBER 13, ROAD THANH BINH 12 TRUNG TAM HAMLET THANH BINH VILLAGE, TRANG BOM DISTRICT DONG NAI VIET NAM		COPY		SGN00495857	
Consignee		 <p>FMC NO.025018N</p> <p>Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding. The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In WITNESS, whereof one (1) original Sea Waybill has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Sea Waybill must be surrendered duly endorsed in exchange for the Goods or delivery order.</p>			
NEWTON BUYING CO. (TJMAXX) 770 COCHITUATE RD FRAMINGHAM MA 01701 UNITED STATES +17743085239					
Notify Party					
Vessel		Voyage			
ONE COMMITMENT		050E			
Place of Receipt	Port of Loading	Destination (if on carr)		Release	
HO CHI MINH CITY, VIET NAM	HO CHI MINH CITY, VIET NAM	LOS ANGELES, UNITED STATES		SEA WAYBILL	
Shipped On Board	Port of Discharge	Freight Payable At		No. of Original B/L	
10-Nov-20	LOS ANGELES, UNITED STATES	FREIGHT COLLECT		3 (THREE)	
<p align="center"><i>Details of cargo as declared by Shipper</i></p> <p align="right">Declared Cargo Value U.S. \$ _____</p>					
Marks and Numbers	Description of Goods			Gross Mass	Cubic(M3)
CONT /SEAL NO. BMOU5277113/ VN828088A/40 HC	1 x 40HC CONTAINER 77 Carton(s) MT001BAUSBRRN: #20X14X25 USB BRN 1DRW 1DR (SOLID ACACIA) MT002BAUSBRRN: #20X13X28 USB BRN 1DR CAB (SOLID ACACIA) PO# 400035143 PCS CTNS CBM KGS 77 77 12.320 1,078.00 TOTAL 77 77 12.320 1,078.00			1078 KG	12.32 M3
P.O. # 400035143	Consol Ref: C00396555			Shipper Load Count and Sealed	
Container	Seals	Type	Weight(KG)	Volume(M3)	Packages Mode
BMOU5277113	VNVN828088A	40HC	1078	12.32	77 CTN CY/CY*
77 CTN - 1078 KG - GEN					
Delivery Agent			Freight and Charges		
AIT WORLDWIDE LOGISTICS, INC. 19901 HAMILTON AVE STE D FIRMS Z894 TORRANCE CA 90502 UNITED STATES Phone: +1 310-538-4383 Fax: +1 310-538-8274					
In witness of the contract herein contained, the above stated number of originals Bills of Lading have been issued, one of which to be accomplished, the other(s) being void.					
AS CARRIER					
Place Of Issue: HO CHI MINH CITY, VIET NAM			Date Of Issue: 10-Nov-20		
Place of Acceptance	Place of Delivery		Total No. of Packages		
HO CHI MINH CITY, VIET NAM	LOS ANGELES, UNITED STATES		ONE CONTAINER(S)		



(25) **VARIATION OF THE CONTRACT:**  
No servant or agent of Carrier shall have power to native or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.



Exporter				HOUSE SEA WAYBILL				Sea Waybill Number																																				
FAR EASTERN HANDICRAFT JOINT STOCK COMPANY BLOCK 9, ALLEY 10, LANE 106 HOANG QUOC VIET STR., HANOI, VIETNAM HANOI VIET NAM				COPY				HAN00301325																																				
Consignee				 <p>FMC NO.025018N</p> <p>Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding. The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In WITNESS, whereof one (1) original Sea Waybill has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Sea Waybill must be surrendered duly endorsed in exchange for the Goods or delivery order.</p>																																								
HOMEGOODS 770 COCHITUATE ROAD FRAMINGHAM MA 01701 UNITED STATES +17743085239																																												
Notify Party																																												
Vessel				Voyage																																								
ONE COMMITMENT				050E																																								
Place of Receipt		Port of Loading		Destination (if on carr)		Release																																						
HAIPHONG, VIET NAM		HAIPHONG, VIET NAM		LOS ANGELES, UNITED STATES		SEA WAYBILL																																						
Shipped On Board		Port of Discharge		Freight Payable At		No. of Original B/L																																						
14-Nov-20		LOS ANGELES, UNITED STATES		FREIGHT COLLECT		3 (THREE)																																						
<div> <div>Details of cargo as declared by Shipper</div> <div>Declared Cargo Value U.S. \$</div> </div>																																												
Marks and Numbers		Description of Goods				Gross Mass		Cubic(M3)																																				
Cont /seal no. SEGU5868962/VN956026A		1 x 45HC CONTAINER 169 Carton(s) HANDICRAFT PRODUCTS <table border="1"> <thead> <tr> <th>PO#</th> <th>PCS</th> <th>CTNS</th> <th>CBM</th> <th>KGS</th> </tr> </thead> <tbody> <tr> <td>10 922838</td> <td>45</td> <td>5</td> <td>2.28</td> <td>106.50</td> </tr> <tr> <td>20 922838</td> <td>1,188</td> <td>132</td> <td>60.11</td> <td>2,811.60</td> </tr> <tr> <td>40 922838</td> <td>54</td> <td>6</td> <td>2.73</td> <td>127.80</td> </tr> <tr> <td>50 922838</td> <td>216</td> <td>24</td> <td>10.93</td> <td>511.20</td> </tr> <tr> <td>70 922838</td> <td>18</td> <td>2</td> <td>0.91</td> <td>42.60</td> </tr> <tr> <td>TOTAL</td> <td>1,521</td> <td>169</td> <td>76.96</td> <td>3,599.70</td> </tr> </tbody> </table>				PO#	PCS	CTNS	CBM	KGS	10 922838	45	5	2.28	106.50	20 922838	1,188	132	60.11	2,811.60	40 922838	54	6	2.73	127.80	50 922838	216	24	10.93	511.20	70 922838	18	2	0.91	42.60	TOTAL	1,521	169	76.96	3,599.70	3599.7 KG		76.96 M3	
PO#	PCS	CTNS	CBM	KGS																																								
10 922838	45	5	2.28	106.50																																								
20 922838	1,188	132	60.11	2,811.60																																								
40 922838	54	6	2.73	127.80																																								
50 922838	216	24	10.93	511.20																																								
70 922838	18	2	0.91	42.60																																								
TOTAL	1,521	169	76.96	3,599.70																																								
		Consol Ref: C00397825				*Shipper Load and Count																																						
Container		Seals		Type		Weight(KG)		Volume(M3)																																				
SEGU5868962		VN956026A		45HC		3599.7		76.96																																				
169 CTN		- 3599.7 KG		- GEN				169 CTN																																				
								CY/CY*																																				
Delivery Agent					Freight and Charges																																							
AIT WORLDWIDE LOGISTICS, INC. 19901 HAMILTON AVE STE D FIRMS Z894 TORRANCE CA 90502 UNITED STATES Phone: +1 310-538-4383 Fax: +1 310-538-8274																																												
In witness of the contract herein contained, the above stated number of originals Bills of Lading have been issued, one of which to be accomplished, the other(s) being void.																																												
AS CARRIER																																												
Place Of Issue: HAIPHONG, VIET NAM					Date Of Issue: 14-Nov-20																																							
Place of Acceptance		Place of Delivery		Total No. of Packages																																								
HAIPHONG, VIET NAM		LOS ANGELES, UNITED STATES		ONE CONTAINER(S)																																								



## COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier.

## (1) CLAUSES PARAJOURN.

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 49 U.S.C. sections 1930-1935 (hereinafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to the Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, and save that govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier.

## (2) DEFINITIONS.

"Ship" means the vessel named in the Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract.

"Carrier" means AIT Worldwide Logistics, Inc. on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-named persons.

"Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including packages with and without container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this Bill of Lading.

"Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

"Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

"Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers supplied or furnished by or on behalf of the Merchant, include the contents(s) as well.

## (3) SUBCONTRACTING.

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties under Carrier's contract in relation to the goods. Every agent, agent, subcontractor (including sub-subcontractors), or other person whose services have been used to perform the contract shall be entitled to the rights, exemptions from, or limitations of liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such agents, agents, subcontractors, or other persons who shall be deemed to be parties to this contract.

## (4) ROUTE OF TRANSPORT.

Carrier is entitled to transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigation, alter route, make calls, stop, go to sea, repair, cargo, shift, berth, leave in full or in part, embark or disembark any persons, cargo and/or hazardous goods, with or without pilot and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

## (5) HINDRANCES AFFECTING PERFORMANCE.

Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

If at any time the performance of this contract is evidenced by this Bill of Lading in the opinion of Carrier or is not affected by any hindrance, risk, delay, injury, difficulty or discharge of any kind, including strike, and if by virtue of the above it has remained or is likely to remain in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or (b) deliver the goods at the place of delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

If, after storage, discharge, or any actions according to sub-part 5.2 above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship whatsoever given by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the ship, the right to give such order, direction, regulation, or suggestion. If by reason of or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

## (6) BASIC LIABILITY.

Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

If it is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred not during sea carriage and if it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract to the detriment of Merchant; and

(b) could have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 7 of this Bill of Lading.

If it cannot be determined where the loss of or damage to the goods occurred, liability shall be governed as provided in Section 5.2 above.

Carrier does not undertake that the goods shall be delivered at any particular time or for any particular manner and shall not be liable for any direct or indirect losses caused by any delay.

Carrier shall not be liable for any loss or damage arising from: (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge; (b) compliance with the instructions of any person authorized to give them;

(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant;

(d) inherent vice of the goods;

(e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to leakage or damage when not packed or when not properly packed;

(f) insufficiency or inadequacy of marks or numbers on the goods, coverings or on labels;

(g) fire, unless caused by actual fault or privity of Carrier;

(h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including inland carriers, on account of the losses or damages for which such claims are paid.

The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

## (7) COMPENSATION FOR LOSS AND DAMAGE.

1.1 Unless Merchant declares a higher value as provided below, Carrier's liability for compensation for loss of or damage to goods shall be limited as follows: (a) for loss or damage occurring during any portion of the carriage governed by COGSA by force of law, Carrier's liability shall in no case exceed the amount of US\$500 per package or, for goods not in packages, per customary freight unit; (b) for loss or damage occurring during surface transportation in Mexico, Carrier's liability shall not exceed US\$10 per pound of the portion of the goods adversely affected; (c) for loss or damage occurring during any portion of the carriage when the foregoing limitation provisions are inapplicable, including periods of surface transportation in other regions and any portion of the carriage where COGSA, COGWA, the Hague Rules, or the Hague-Visby Rules are otherwise incorporated herein, but are not applied by force of law, Carrier's liability shall be limited to the lesser of US\$500 per package or US\$10 per pound of the portion of the Goods adversely affected. When a container is concerned at what stage of the carriage the loss or damage occurred, it shall be presumed to have occurred during periods of surface transportation. Carrier shall also be entitled to full benefits of the laws and regulations of any country and the provisions of the contracts of any subcontractor that may be applicable to the Goods before loading or after discharge of the vessel, including all defenses and exclusions set forth therein and any limitations that are lower than those set forth herein.

The shipper or Merchant, with the consent of Carrier, may avoid these limitations, or any other limitation imposed by applicable law to the extent permitted thereby, by declaring a higher value for the Goods in the space provided on the front of this Bill of Lading and paying extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

In any case where Carrier's liability for compensation may exceed the amount set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

Carrier shall not be liable to any extent for any loss of or damage to, or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, furs, fabrics, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or inland Carrier, the same is insured on the face of this Bill of Lading and additional freight has been paid as required.

Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only if Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

The liability of Carrier and its affiliates arising from agency (non-carrier) services, including, but not limited to, export/import-related services and with respect to any fees or penalties imposed, is limited to circumstances of sole independent negligence and to US\$500.00 per entry or shipment.

## (8) DESCRIPTION OF GOODS AND INFORMATION FOR REGULATORY COMPLIANCE.

Carrier is responsible for the collection and transmission of certain information prior to loading of the Goods in order to comply with applicable laws, treaties, rules and regulations promulgated by the countries of origin and destination (collectively "Applicable Law"), including, but not limited to, those contained in the Safe (or Life at Sea Convention ("SOLAS"), and applicable customs regulations. Merchant shall furnish Carrier with the information necessary to achieve compliance with Applicable Law, including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, container seal numbers, and verified shipment weights in accordance with SOLAS. For these, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, details of shipper and consignee, hazardous materials codes, and verified shipment weights furnished by Merchant are correct and Merchant shall indemnify and hold harmless Carrier against all claims, penalties, losses or damages arising from any inaccuracy or lack of timely presentation of such information.

(9) CARRIER'S CONTAINERS. If goods are received by Carrier not already packed in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in the control of Merchant or its agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT. If Carrier receives the goods already packed into containers:

1. The Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers.

2. Merchant warrants that the above and seals of the containers are safe and proper and suitable for handling and damage and indemnifies Carrier for any injury to persons or property caused by breach of this warranty.

3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and

4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and

5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

## (11) DANGEROUS GOODS.

Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity, as well as the names and addresses of the shipper and consignee.

Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier by law or the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

## (12) DECK CARGO.

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to load "on deck storage" on the face of this Bill of Lading and goods so carried shall constitute under deck storage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, delay, damage, or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

## (13) HEAVY LIFT.

Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

## (14) DELIVERY.

Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or endorsed at Carrier's option, and may be disposed of or stored at Merchant's expense.

This Bill of Lading shall only be a negotiable document of title if consigned "to order," or order of a named consignee. If negotiable, an original bill of lading properly endorsed must be surrendered when the Goods are delivered. Subject to applicable law, if the person receiving the Goods wishes to take delivery without surrender of an original endorsed bill of lading, and if Carrier agrees in its sole discretion to deliver the goods without such surrender, the person receiving the Goods agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of delivering the Goods without such surrender. Upon surrender of one original bill of lading, all other original bills of lading will be immediately void. Negotiable bills of lading will in all events become void six months after date of issuance, provided Carrier shall continue to be entitled to all rights and limitations of liability herein.

This document shall constitute a non-negotiable bill of lading if consigned directly to a named person or entity and not consigned "to order," or order of a named consignee. Delivery of the Goods under a non-negotiable bill of lading may be made, at the sole discretion of the Carrier, to the named person or entity without surrender of an original counterpart, such delivery shall constitute due delivery hereunder; Carrier may, but is under no obligation to, demand the surrender of this document before delivering the Goods. In the event of any ambiguity, this document shall constitute a non-negotiable bill of lading, and Carrier may, but is not required to, demand its original surrender before the release of the Goods. The consignee receiving the Goods in all events represents their entitlement to such receipt and as such agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of releasing the Goods to the consignee's custody.

## (15) NOTICE OF CLAIM.

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, Merchant shall be prima facie evidence of delivery in good condition by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery. All claims hereunder must be filed against Carrier in writing (i) in person or (ii) at the following address: AIT Worldwide Logistics, Inc., Attn: Cargo Claims Department, 1201 N. Rolling Road, Suite 100, Silver Spring, MD 20910, or (iii) electronically at [ClaimsAdmin@aitworldwide.com](mailto:ClaimsAdmin@aitworldwide.com).

Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant, open the container or packages and examine contents, weight, measure, and value of the goods. In case of incoherent declaration of the contents, weight, measure and/or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given; plus (b) expenses incurred in determining the correct details; plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to loss, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling or transportation of the shipment at a specific rate and the rate is filed in Carrier's tariff.

Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is required to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in the Bill of Lading, or another currency at Carrier's option. Interest at 1-1/2% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to

the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or uninsured goods. Returned checks shall be subject to a \$100 fee.

Merchant shall be liable for all dues, duties, fees, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are returned except or import by any governmental authority. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any event, be solidarily or jointly or severally liable to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorney's fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" as long as freight and charges remain unpaid.

The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(17) LITIGATION. Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant, in its actual or constructive possession, custody or control or on real estate, which lien shall survive delivery, for all charges, expenses or advances owed to Carrier in connection with the shipment on which the lien is claimed, prior shipments of Merchant, or both. Carrier may sell at public auction or private sale, upon 10 days written notice, regulated mail to Merchant, the goods, items and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, including the value of management time and effort, and apply the net proceeds of such sale to the payment of the amount due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

(18) TIME BAR. Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 30 months.

(19) JURISDICTION. This contract is to be governed by the laws of the United States and the State of Illinois, with the exception of its conflict of laws principles. All disputes arising from the shipment to which this bill of lading pertains may only be instituted in the United States District Court for the Northern District of Illinois, which shall have exclusive jurisdiction and venue over such disputes. Merchant and Carrier agree that they are each personally subject to the jurisdiction of that court.

(20) GENERAL AVERAGE. General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1924. The General Average statement shall be prepared by adjusters appointed by Carrier.

In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a sailing vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the sailing vessel or vessels belonged to strangers.

(21) BOTH-TO-BLAME COLLISION CLAUSE. If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, master as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and itself, recovered or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the collision, explosion or other cause of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(22) CARRIERS' TARIFFS. The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariff(s) may be obtained from Carrier's tariff website, the address of which is set forth on the U.S. Federal Maritime Commission's website at [www.fmc.gov](http://www.fmc.gov).

(23) PERISHABLE CARGO. Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is a note on the reverse side of the Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdowns, or stoppage of the refrigeration, ventilation or heating machinery, rusting, ship's part, or other such happening of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

Merchant undertakes not to tender for transportation any goods that require refrigeration without giving written notice of their nature and the required temperature setting of the thermocouple controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly loaded in the container and that the thermocouple controls have been adequately set before receipt of the goods by Carrier.


Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been pre-frozen for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo loaded at a higher temperature than that required for the transportation.

If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

(24) SEVERABILITY. The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

(25) VARIATION OF THE CONTRACT. No amendment or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.



Exporter		HOUSE SEA WAYBILL		Sea Waybill Number	
FAR EASTERN HANDICRAFT JOINT STOCK COMPANY BLOCK 9, ALLEY 10, LANE 106 HOANG QUOC VIET STR., HANOI, VIETNAM HANOI VIET NAM		COPY		HAN00499955	
Consignee		 <p>FMC NO.025018N</p> <p>Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding. The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In WITNESS, whereof one (1) original Sea Waybill has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Sea Waybill must be surrendered duly endorsed in exchange for the Goods or delivery order.</p>			
HOMEGOODS 770 COCHITUATE ROAD FRAMINGHAM MA 01701 UNITED STATES +17743085239					
Notify Party					
Vessel		Voyage			
ONE APUS		006E			
Place of Receipt	Port of Loading	Destination (if on carr)		Release	
HAIPHONG, VIET NAM	HAIPHONG, VIET NAM	LOS ANGELES, UNITED STATES		SEA WAYBILL	
Shipped On Board	Port of Discharge	Freight Payable At		No. of Original B/L	
13-Nov-20	LOS ANGELES, UNITED STATES	FREIGHT COLLECT		3 (THREE)	
<div> <div>Details of cargo as declared by Shipper</div> <div>Declared Cargo Value U.S. \$ _____</div> </div>					
Marks and Numbers	Description of Goods			Gross Mass	Cubic(M3)
Cont /seal no. MOEU1402700 / VN955108A	1 x 45HC CONTAINER 167 Carton(s) HANDICRAFT PRODUCTS PO# 20 922838 50 922838 70 922838 PCS CTNS CBM KGS 396 44 20.04 937.2 648 72 32.79 1533.6 459 51 23.23 1086.3 TOTAL: 1503 167 76.06 3557.1			3557.1 KG	76.06 M3
Consol Ref: C00397370			*Shipper Load and Count		
Container	Seals	Type	Weight(KG)	Volume(M3)	Packages Mode
MOEU1402700	VN955108A	45HC	3557.1	76.06	167 CTN CY/CY*
167 CTN - 3557.1 KG - GEN					
Delivery Agent			Freight and Charges		
AIT WORLDWIDE LOGISTICS, INC. 19901 HAMILTON AVE STE D FIRMS Z894 TORRANCE CA 90502 UNITED STATES Phone: +1 310-538-4383 Fax: +1 310-538-8274					
In witness of the contract herein contained, the above stated number of originals Bills of Lading have been issued, one of which to be accomplished, the other(s) being void.					
AS CARRIER					
Place Of Issue: HAIPHONG, VIET NAM			Date Of Issue: 13-Nov-20		
Place of Acceptance	Place of Delivery		Total No. of Packages		
HAIPHONG, VIET NAM	LOS ANGELES, UNITED STATES		ONE CONTAINER(S)		







HOUSE SEA WAYBILL				Sea Waybill Number	
<b>Exporter</b> FAR EASTERN HANDICRAFT JOINT STOCK COMPANY BLOCK 9, ALLEY 10, LANE 106 HOANG QUOC VIET STR., HANOI, VIETNAM HANOI VIET NAM				HAN00499954	
<b>Consignee</b> HOMEGOODS 770 COCHITUATE ROAD FRAMINGHAM MA 01701 UNITED STATES +17743085239					
<b>Notify Party</b>					
<b>Vessel</b> ONE APUS				<b>Voyage</b> 006E	
<b>Place of Receipt</b> HAIPHONG, VIET NAM		<b>Port of Loading</b> HAIPHONG, VIET NAM		<b>Destination (if on carr)</b> LOS ANGELES, UNITED STATES	
<b>Shipped On Board</b> 13-Nov-20		<b>Port of Discharge</b> LOS ANGELES, UNITED STATES		<b>Release</b> SEA WAYBILL	
<b>Freight Payable At</b> FREIGHT COLLECT		<b>No. of Original B/L</b> 3 (THREE)			
Details of cargo as declared by Shipper					
<b>Marks and Numbers</b> Cont /seal no. TCNU4260634 / VN978769A		<b>Description of Goods</b> 1 x 40HC CONTAINER 154 Carton(s) HANDICRAFT PRODUCTS PO# 70 922838 PCS CTNS CBM KGS 1386 154 70.14 3280.2 TOTAL: 1386 154 70.14 3280.2		<b>Gross Mass</b> 3280.2 KG	
				<b>Cubic(M3)</b> 70.14 M3	
		Consol Ref: C00397368		*Shipper Load and Count	
Declared Cargo Value U.S. \$ _____					
<b>Container Seals</b> TCNU4260634 VN978769A 154 CTN - 3280.2 KG - GEN					
<b>Delivery Agent</b> AIT WORLDWIDE LOGISTICS, INC. 19901 HAMILTON AVE STE D FIRMS Z894 TORRANCE CA 90502 UNITED STATES Phone: +1 310-538-4383 Fax: +1 310-538-8274					
<b>Freight and Charges</b>					
In witness of the contract herein contained, the above stated number of originals Bills of Lading have been issued, one of which to be accomplished, the other(s) being void.					
AS CARRIER					
<b>Place of Issue:</b> HAIPHONG, VIET NAM		<b>Date of Issue:</b> 13-Nov-20			
<b>Place of Acceptance</b> HAIPHONG, VIET NAM		<b>Place of Delivery</b> LOS ANGELES, UNITED STATES		<b>Total No. of Packages</b> ONE CONTAINER(S)	



## COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier.

## (1) CLAUSES PARALLEL:

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 49 U.S.C. sections 1910-1915 (hereinafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to the Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, and save that goods before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier.

## (2) DEFINITIONS:

2.1 "Ship" means the vessel named in the Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means AIT Worldwide Logistics, Inc. on whose behalf this Bill of Lading has been signed.

2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-named persons.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including packages with and without container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on the face of the Bill of Lading.

2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers (supplied or furnished by or on behalf of the Merchant), include the contents (as well).

## (3) SUBCONTRACTING:

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every agent, agent, subcontractor (including sub-subcontractors), or other person whose services have been used to perform the contract shall be entitled to the rights, exemptions from, or limitations of liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such agents, agents, subcontractors, or other persons who shall be deemed to be parties to this contract.

## (4) ROUTE OF TRANSPORT:

Carrier is entitled to transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigation, alter route, make calls, stop, go to sea, return, call, shift berth, leave in full or partial, embark or disembark any persons, cargo and/or hazardous goods, with or without pilot and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

## (5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavours to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract is evidenced by this Bill of Lading in the opinion of Carrier or is not affected by any hindrance, risk, delay, injury, difficulty or discharge of any kind, including strike, and if by virtue of the above it has remained or is likely to remain in any way uncompleted, unfulfilled, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or (b) deliver the goods at the place of delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liabilities provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship (whenever given), by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the ship, the right to give such order, direction, regulation, or suggestion. If by reason of or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

## (6) BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

6.2 It is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred not during sea carriage and if it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract to the detriment of Merchant; and

(b) could have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 7 of this Bill of Lading.

6.4 If it cannot be determined where the loss of or damage to the goods occurred, liability shall be governed as provided in Section 5.2 above.

6.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular manner and shall not be liable for any direct or indirect losses caused by any delay.

6.6 Carrier shall not be liable for any loss or damage arising from:

(a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge;

(b) compliance with the instructions of any person authorized to give them;

(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant;

(d) inherent vice of the goods;

(e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to leakage or damage when not packed or when not properly packed;

(f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads;

(g) fire, unless caused by actual fault or privity of Carrier;

(h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including inland carriers, on account of the losses or damages for which such claims are paid.

6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

(7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless Merchant declares a higher value as provided below, Carrier's liability for compensation for loss of or damage to goods shall be limited as follows: (a) for loss or damage occurring during any portion of the carriage governed by COGSA by force of law, Carrier's liability shall in no case exceed the amount of US\$500 per package or, for goods not in packages, per customary freight unit; (b) for loss or damage occurring during surface transportation in Mexico, Carrier's liability shall not exceed US\$10 per pound of the portion of the Goods adversely affected; (c) for loss or damage occurring during any portion of the carriage when the foregoing limitation provisions are inapplicable, including periods of surface transportation in other regions and any portion of the carriage where COGSA, COGWA, the Hague Rules, or the Hague-Visby Rules are otherwise incorporated herein, but are not applied by force of law, Carrier's liability shall be limited to the lesser of US\$500 per package or US\$10 per pound of the portion of the Goods adversely affected. When a carrier is concerned at what stage of the carriage the loss or damage occurred, it shall be presumed to have occurred during periods of surface transportation. Carrier shall also be entitled to full benefits of the laws and regulations of any country and the provisions of the contracts of any subcontractor that may be applicable to the Goods before loading and/or after discharge of the vessel, including all defenses and exclusions set forth therein and any limitations that are lower than those set forth herein. The shipper or Merchant, with the consent of Carrier, may avoid these limitations, or any other limitation imposed by applicable law to the extent permitted thereby, by declaring a higher value for the Goods in the space provided on the front of this Bill of Lading and paying extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability shall be limited to US\$500 with respect to the contents of such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charges on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 Carrier shall not be liable to any extent for any loss of or damage to, or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, furs, fabrics, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or inland Carrier, the same is marked on the face of this Bill of Lading and additional freight has been paid as required.

7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

7.6 The liability of Carrier and its affiliates arising from agency (non-carrier) services, including, but not limited to, export/import-related services and with respect to any (free or payable) imposed, is limited to circumstances of sole independent negligence and to US\$500.00 per entry or shipment.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR REGULATORY COMPLIANCE:

Carrier is responsible for the collection and transmission of certain information prior to loading of the Goods in order to comply with applicable laws, treaties, rules and regulations promulgated by the countries of origin and destination (collectively "Applicable Law"), including, but not limited to, those contained in the (Sole) of Life at Sea Convention ("SOLAS"), and applicable customs regulations. Merchant shall furnish Carrier with the information necessary to achieve compliance with Applicable Law, including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, container seal numbers, and verified shipment weights in accordance with SOLAS. For these, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, details of shipper and consignee, hazardous materials codes, and verified shipment weights furnished by Merchant are correct and Merchant shall indemnify and hold harmless Carrier against all claims, penalties, losses or damages arising from any inaccuracy or lack of timely presentation of such information.

(9) CARRIER'S CONTAINERS:

If goods are received by Carrier not already packed in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or its agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT:

If Carrier receives the goods already packed into containers:

1. The Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers.

2. Merchant warrants that the above and seals of the containers are safe and proper and suitable for handling and damage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty.

3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and

4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and

5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

(11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity, as well as the names and addresses of the shipper and consignee.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier by law or the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO:

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to load "on deck storage" on the face of this Bill of Lading and goods so carried shall constitute under deck storage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, delay, loss or damage to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

(13) HEAVY LIFT:

13.1 Packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

(14) DELIVERY:

14.1 Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or any other person or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or endorsed at Carrier's option, and may be disposed of or stored at Merchant's expense.

14.2 This Bill of Lading shall only be a negotiable document of title if consigned "to order," or order of a named consignee. If negotiable, an original bill of lading properly endorsed must be surrendered when the goods are delivered. Subject to applicable law, if the person receiving the Goods wishes to take delivery without surrender of an original endorsed bill of lading, and if Carrier agrees in its sole discretion to deliver the goods without such surrender, the person receiving the Goods agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of delivering the Goods without such surrender. Upon surrender of one original bill of lading, all other original bills of lading will be immediately void. Negotiable bills of lading will in all events become void six months after date of issuance, provided Carrier shall continue to be entitled to all rights and limitations of liability herein.

14.3 This document shall constitute a non-negotiable bill of lading if consigned directly to a nominated person or entity and not consigned "to order," or order of a named consignee. Delivery of the Goods under a non-negotiable bill of lading may be made, at the sole discretion of the Carrier, to the nominated consignee without surrender of an original counterpart, such delivery shall constitute due delivery hereunder; Carrier may, but is under no obligation to, demand the surrender of this document before delivering the Goods. In the event of any ambiguity, this document shall constitute a non-negotiable bill of lading, and Carrier may, but is not required to, demand its original surrender before the release of the Goods. The consignee receiving the Goods in all events represents their entitlement to such receipt and as such agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of releasing the Goods to the consignee's custody.

(15) NOTICE OF CLAIM:

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, Merchant shall be prima facie evidence of delivery in good condition by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery. All claims hereunder must be filed against Carrier in writing (i) via post or courier at the following address: AIT Worldwide Logistics, Inc., Attn: Cargo Claims Department, 1201 N. Rolling Road, Suite 100, Silver Spring, MD 20910, or (ii) electronically at ClaimsAdmin@aitworldlog.com.

15.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant, open the container or package and examine contents, weight, measure, and value of the goods. In case of inaccuracy of declaration of the contents, weight, measure and/or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given; plus (b) expenses incurred in determining the correct details; plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to loss, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling or transportation of the shipment at a specific rate and the rate is filed in Carrier's tariff.

15.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is required to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in the Bill of Lading, or another currency at Carrier's option. Interest at 1-1/2% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to

the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or uninsured goods. Returned checks shall be subject to a \$100 fee.

15.3 Merchant shall be liable for all dues, duties, fees, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are released against or import by any governmental authority. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

15.4 The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any event, be solidarily or jointly or severally liable to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorney's fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "freight" or "freight prepaid" as long as freight and charges remain unpaid.

15.5 The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fees, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

## (17) LITIGATION:

17.1 Where there has been a lien on any and all property (and documents relating thereto) of Merchant, in its actual or constructive possession, custody or control or an issue, which lien shall survive delivery, for all charges, expenses or advances owed to Carrier in connection with the shipment on which the lien is claimed, prior shipments of Merchant, or both, Carrier may sell at public auction or private sale, upon 10 days written notice, regulated mail to Merchant, the goods, items and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, including the value of management time and effort, and apply the net proceeds of such sale to the payment of the amount due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

## (18) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 30 months.

## (19) JURISDICTION:

This contract is to be governed by the laws of the United States and the State of Illinois, with the exception of its conflict of laws principles. All disputes arising from the shipment to which this bill of lading pertains may only be instituted in the United States District Court for the Northern District of Illinois, which shall have exclusive jurisdiction and venue over such disputes. Merchant and Carrier agree that they are each personally subject to the jurisdiction of that court.

## (20) GENERAL AVERAGE:

20.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1924. The General Average statement shall be prepared by adjusters appointed by Carrier.

20.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a saving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the saving vessel or vessels belonged to strangers.

## (21) BOTH-TO-BLAZING COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, master or such loss or liability represented loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and itself, rescued or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the collision, explosion or other cause of damage to any ship or cargo or objects other than, or in addition to, the colliding ships or objects are as fault with respect to a collision or contact.

## (22) CARRIERS TARIFFS:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariff(s) may be obtained from Carrier's tariff website, the address of which is set forth on the U.S. Federal Maritime Commission's website at www.fmc.gov.

## (23) PERISHABLE CARGO:

23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is a note on the reverse side of the Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from heat, disease, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, rusting, ship's pest, or other such cause of loss of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

23.2 Merchant undertakes not to tender for transportation any goods that require refrigeration without giving written notice of their nature and the required temperature setting of the thermocouple controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly loaded in the container and that the thermocouple controls have been adequately set before receipt of the goods by Carrier.

23.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been pre-frozen for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo loaded at a higher temperature than that required for the transportation.

23.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

## (24) SEVERABILITY:

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

## (25) VARIATION OF THE CONTRACT:

No agent or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.



## HOUSE SEA WAYBILL

Sea Waybill Number

COPY

HAN00499953

## Exporter

FAR EASTERN HANDICRAFT JOINT STOCK COMPANY  
BLOCK 9, ALLEY 10, LANE 106  
HOANG QUOC VIET STR., HANOI, VIETNAM  
HANOI  
VIET NAM

## Consignee

HOMEGOODS  
770 COCHITUATE ROAD  
FRAMINGHAM MA 01701  
UNITED STATES  
+17743085239

## Notify Party

## Vessel

ONE APUS

## Voyage

006E

## Place of Receipt

HAIPHONG, VIET NAM

## Port of Loading

HAIPHONG, VIET NAM

## Destination (if on carr)

LOS ANGELES, UNITED STATES

## Release

SEA WAYBILL

## Shipped On Board

13-Nov-20

## Port of Discharge

LOS ANGELES, UNITED STATES

## Freight Payable At

FREIGHT COLLECT

## No. of Original B/L

3 (THREE)

Details of cargo as declared by Shipper

Declared Cargo Value U.S. \$ \_\_\_\_\_

## Marks and Numbers

Cont /seal no.  
TGHU6908409 / VN978814A

## Description of Goods

1 x 40HC CONTAINER  
154 Carton(s)  
HANDICRAFT PRODUCTS  
PO#  
40 922838  
PCS CTNS CBM KGS  
1386 154 70.14 3280.2  
TOTAL:  
1386 154 70.14 3280.2

## Gross Mass

3280.2 KG

## Cubic(M3)

70.14 M3

Consol Ref: C00397366

\*Shipper Load and Count

## Container Seals

## Type

## Weight(KG)

## Volume(M3)

## Packages

## Mode

TGHU6908409 VN978814A  
154 CTN - 3280.2 KG - GEN

40HC

3280.2

70.14

154 CTN

CY/CY\*

## Delivery Agent

AIT WORLDWIDE LOGISTICS, INC.  
19901 HAMILTON AVE STE D  
FIRMS Z894  
TORRANCE CA 90502  
UNITED STATES  
Phone: +1 310-538-4383 Fax: +1 310-538-8274

## Freight and Charges

In witness of the contract herein contained, the above stated number of originals Bills  
of Lading have been issued, one of which to be accomplished, the other(s) being void.

AS CARRIER

## Place of Issue:

HAIPHONG, VIET NAM

## Date of Issue:

13-Nov-20

## Place of Acceptance

HAIPHONG, VIET NAM

## Place of Delivery

LOS ANGELES, UNITED STATES

## Total No. of Packages

ONE CONTAINER(S)



or ratified in writing by Carrier.



**Exporter**

FAR EASTERN HANDICRAFT JOINT STOCK COMPANY  
BLOCK 9, ALLEY 10, LANE 106  
HOANG QUOC VIET STR., HANOI, VIETNAM  
HANOI  
VIET NAM

**Consignee**

HOMEGOODS  
770 COCHITUATE ROAD  
FRAMINGHAM MA 01701  
UNITED STATES  
+17743085239

**Notify Party**
**Vessel**

ONE APUS

**Voyage**

006E

**Place of Receipt**

HAIPHONG, VIET NAM

**Port of Loading**

HAIPHONG, VIET NAM

**Destination (if on carr)**

LOS ANGELES, UNITED STATES

**Release**

SEA WAYBILL

**Shipped On Board**

13-Nov-20

**Port of Discharge**

LOS ANGELES, UNITED STATES

**Freight Payable At**

FREIGHT COLLECT

**No. of Original B/L**

3 (THREE)

*Details of cargo as declared by Shipper*

Declared Cargo Value U.S. \$ \_\_\_\_\_

**Marks and Numbers**

Cont /seal no.  
SEGU4305408/VN978811A

**Description of Goods**

1 x 40HC CONTAINER  
155 Carton(s)  
HANDICRAFT PRODUCTS  
PO#  
10 922838  
30 922838  
PCS CTNS CBM KGS  
459 51 23.23 1086.3  
936 104 47.36 2215.2  
TOTAL:  
1395 155 70.59 3301.5

**Gross Mass**

3301.5 KG

**Cubic(M3)**

70.59 M3

Consol Ref: C00397363

*\*Shipper Load and Count*

**Container Seals**
**Type**
**Weight(KG)**
**Volume(M3)**
**Packages**
**Mode**

SEGU4305408 VN978811A  
155 CTN - 3301.5 KG - GEN

40HC

3301.5

70.59

155 CTN

CY/CY\*

**Delivery Agent**

AIT WORLDWIDE LOGISTICS, INC.  
19901 HAMILTON AVE STE D  
FIRMS Z894  
TORRANCE CA 90502  
UNITED STATES  
Phone: +1 310-538-4383 Fax: +1 310-538-8274

**Freight and Charges**

In witness of the contract herein contained, the above stated number of originals Bills of Lading have been issued, one of which to be accomplished, the other(s) being void.

AS CARRIER

**Place of Issue:**

HAIPHONG, VIET NAM

**Date of Issue:**

13-Nov-20

**Place of Acceptance**

HAIPHONG, VIET NAM

**Place of Delivery**

LOS ANGELES, UNITED STATES

**Total No. of Packages**

ONE CONTAINER(S)

**HOUSE SEA WAYBILL**

COPY

**Sea Waybill Number**

HAN00499951



FMC NO.025018N

Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding.

The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.

In WITNESS, whereof one (1) original Sea Waybill has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Sea Waybill must be surrendered duly endorsed in exchange for the Goods or delivery order.



## COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier.

## (1) CLAUSES PARALLEL:

All carriage under this Bill of Lading is to be from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 49 U.S.C. sections 1930-1935 (hereinafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to the Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, and law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier.

## (2) DEFINITIONS:

2.1 "Ship" means the vessel named in the Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means AIT Worldwide Logistics, Inc. on whose behalf this Bill of Lading has been signed.

2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-named persons.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including packages with and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on the face of the Bill of Lading.

2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers (supplied or furnished by or on behalf of the Merchant), include the contents (as well).

## (3) SUBCONTRACTING:

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every agent, agent, subcontractor (including sub-subcontractors), or other person whose services have been used to perform the contract shall be entitled to the rights, exemptions from, or limitations of liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such agents, agents, subcontractors, or other persons who shall be deemed to be parties to this contract.

## (4) ROUTE OF TRANSPORT:

Carrier is entitled to transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigation, alter route, make calls, stop, go to sea, return, call, shift berth, leave in full or in part, embark or disembark any persons, cargo, containers and hazardous goods, with or without pilot and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

## (5) HAZARDOUS AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavours to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract is evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or discharge of any kind, including strike, and if by virtue of the above it has remained or is likely to remain in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or (b) deliver the goods at the place of delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liabilities provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship (whenever given), by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the ship, the right to give such order, direction, regulation, or suggestion. If by reason of or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall not be deemed to be included within the contract of carriage and shall not be a deviation.

## (6) BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

6.2 It is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract to the detriment of Merchant; and

(b) could have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 7 of this Bill of Lading.

6.4 If it cannot be determined where the loss of or damage to the goods occurred, liability shall be governed as provided in Section 5.2 above.

6.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular manner and shall not be liable for any direct or indirect losses caused by any delay.

6.6 Carrier shall not be liable for any loss or damage arising from:

(a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge;

(b) compliance with the instructions of any person authorized to give them;

(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant;

(d) inherent vice of the goods;

(e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to leakage or damage when not packed or when not properly packed;

(f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads;

(g) fire, unless caused by actual fault or privity of Carrier;

(h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including inland carriers, on account of the losses or damages for which such claims are paid.

6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

## (7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless Merchant declares a higher value as provided below, Carrier's liability for compensation for loss of or damage to goods shall be limited as follows: (a) for loss or damage occurring during any portion of the carriage governed by COGSA by force of law, Carrier's liability shall in no case exceed the amount of US\$500 per package or, for goods not in packages, per customary freight unit; (b) for loss or damage occurring during surface transportation in Mexico, Carrier's liability shall not exceed US\$10 per pound of the portion of the goods adversely affected; (c) for loss or damage occurring during any portion of the carriage when the foregoing limitation provisions are inapplicable, including periods of surface transportation in other regions and any portion of the carriage where COGSA, COGWA, the Hague Rules, or the Hague-Visby Rules are otherwise incorporated herein, but are not applied by force of law, Carrier's liability shall be limited to the lesser of US\$500 per package or US\$10 per pound of the portion of the goods adversely affected. When a carrier is concerned at what stage of the carriage the loss or damage occurred, it shall be presumed to have occurred during periods of surface transportation.

Carrier shall also be entitled to full benefits of the laws and regulations of any country and the provisions of the contracts of any subcontractor that may be applicable to the Goods before loading or after discharge of the vessel, including all defenses and exclusions set forth therein and any limitations that are lower than those set forth herein. The shipper or Merchant, with the consent of Carrier, may avoid these limitations, or any other limitation imposed by applicable law to the extent permitted thereby, by declaring a higher value for the Goods in the space provided on the front of this Bill of Lading and paying extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charges on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.2 In any case where Carrier's liability for compensation may exceed the amount set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 Carrier shall not be liable to any extent for any loss of or damage to, or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, furs, fabrics, fashions, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or inland Carrier, the same is marked on the face of this Bill of Lading and additional freight has been paid as required.

7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

7.6 The liability of Carrier and its affiliates arising from agency (non-carrier) services, including, but not limited to, export/import-related services and with respect to any fees or penalties imposed, is limited to the circumstances of each independent negligence and to US\$500 per entry or shipment.

## (8) DESCRIPTION OF GOODS AND INFORMATION FOR REGULATORY COMPLIANCE:

Carrier is responsible for the collection and transmission of certain information prior to loading of the Goods in order to comply with applicable laws, treaties, rules and regulations promulgated by the countries of origin and destination (collectively "Applicable Law"), including, but not limited to, those contained in the (Safely) of Life at Sea Convention ("SOLAS"), and applicable customs regulations. Merchant shall furnish Carrier with the information necessary to achieve compliance with Applicable Law, including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, container seal numbers, and verified shipment weights in accordance with SOLAS. For these, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, details of shipper and consignee, hazardous materials codes, and verified shipment weights furnished by Merchant are correct and Merchant shall indemnify and hold harmless Carrier against all claims, penalties, losses or damages arising from any inaccuracy or lack of timely presentation of such information.

(9) CARRIERS CONTAINERS: If goods are received by Carrier not already packed in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in the control of Merchant or its agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

## (10) CONTAINER PACKED BY MERCHANT:

If Carrier receives the goods already packed into containers:

1. The Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers.

2. Merchant warrants that the above and seals of the containers are safe and proper and suitable for handling and damage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty.

3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and

4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and

5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

## (11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity, as well as the names and addresses of the shipper and consignee.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier by law or the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

## (12) DECK CARGO:

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to load "on deck storage" on the face of this Bill of Lading and goods so carried shall constitute under deck storage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, delay, damage, or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

## (13) HEAVY LIFT:

13.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

## (14) DELIVERY:

14.1 Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or any other person or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or endorsed at Carrier's option, and may be disposed of or stored at Merchant's expense.

14.2 This Bill of Lading shall only be a negotiable document of title if consigned "to order," or order of a named consignee. If negotiable, an original bill of lading properly endorsed must be surrendered when the Goods are delivered. Subject to applicable law, if the person receiving the Goods wishes to take delivery without surrender of an original endorsed bill of lading, and if Carrier agrees in its sole discretion to deliver the goods without such surrender, the person receiving the Goods agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of delivering the Goods without such surrender. Upon surrender of one original bill of lading, all other original bills of lading will be immediately void. Negotiable bills of lading will in all events become void six months after date of issuance, provided Carrier shall continue to be entitled to all rights and limitations of liability herein.

14.3 This document shall constitute a non-negotiable bill of lading if consigned directly to a named person or entity and not consigned "to order," or order of a named consignee. Delivery of the Goods under a non-negotiable bill of lading may be made, at the sole discretion of the Carrier, to the named person or entity without surrender of an original counterpart, such delivery shall constitute due delivery hereunder; Carrier may, but is under no obligation to, demand the surrender of this document before delivering the Goods.

In the event of any ambiguity, this document shall constitute a non-negotiable bill of lading, and Carrier may, but is not required to, demand its original surrender before the release of the Goods. The consignee receiving the Goods in all events represents their entitlement to such receipt and as such agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of releasing the Goods to the consignee's custody.

## (15) NOTICE OF CLAIM:

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, Merchant shall be prima facie evidence of delivery in good condition by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery. All claims hereunder must be filed against Carrier in writing (i) in person or (ii) at the following address: AIT Worldwide Logistics, Inc., 1800, Cargo Center Drive, Suite 100, Rolling Road, (Gaithersburg, MD 20878, U.S.A., or (iii) electronically at [ClaimsAdmin@aitworldlog.com](mailto:ClaimsAdmin@aitworldlog.com).

15.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant, open the container or package and examine contents, weight, measure, and value of the goods. In case of inaccuracy of declaration of the contents, weight, measure and value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given; plus (b) expenses incurred in determining the correct details; plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to loss, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling or transportation of the shipment at a specific rate and the rate is filed in Carrier's tariff.

15.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is required to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in the Bill of Lading, or another currency at Carrier's option. Interest at 1-1/2% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to

the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or uninsured goods. Returned checks shall be subject to a \$100 fee.

15.3 Merchant shall be liable for all dues, duties, fees, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are returned against or import by any governmental authority. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

15.4 The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any event, for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorney's fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "freight prepaid" or "freight collect" as long as freight and charges remain unpaid.

15.5 The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

## (17) LITIGATION:

17.1 Where there shall have a lien on any and all property (and documents relating thereto) of Merchant, in its actual or constructive possession, custody or control or an issue, which lien shall survive delivery, for all charges, expenses or advances owed to Carrier in connection with the shipment on which the lien is claimed, prior shipments of Merchant, or both. Carrier may sell at public auction or private sale, upon 10 days written notice, regulated mail to Merchant, the goods, items and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, including the value of management time and effort, and apply the net proceeds of such sale to the payment of the amount due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

## (18) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 30 months.

## (19) JURISDICTION:

This contract is to be governed by the laws of the United States and the State of Illinois, with the exception of its conflict of laws principles. All disputes arising from the shipment to which this bill of lading pertains may only be instituted in the United States District Court for the Northern District of Illinois, which shall have exclusive jurisdiction and venue over such disputes. Merchant and Carrier agree that they are each personally subject to the jurisdiction of that court.

## (20) GENERAL AVERAGE:

20.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1924. The General Average statement shall be prepared by adjusters appointed by Carrier.

20.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a sailing vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the sailing vessel or vessels belonged to strangers.

## (21) BOTH-TO-BLAME COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, master or such loss or liability resulting from loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and itself, recovered or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the collision, explosion or other cause of damage to any ship or ships or objects other than, or in addition to, the colliding ships or objects are as fault with respect to a collision or contact.

## (22) CARRIERS TARIFFS:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariff(s) may be obtained from Carrier's tariff website, the address of which is set forth on the U.S. Federal Maritime Commission's website at [www.fmc.gov](http://www.fmc.gov).

## (23) PERISHABLE CARGO:

23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is a note on the reverse side of the Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdowns, or stoppage of the refrigeration, ventilation or heating machinery, rusting, ship's pest, or other such expenditure of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

23.2 Merchant undertakes not to tender for transportation any goods that require refrigeration without giving written notice of their nature and the required temperature setting of the thermocouple controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly loaded in the container and that the thermocouple controls have been adequately set before receipt of the goods by Carrier.

23.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been pre-frozen for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo loaded at a higher temperature than that required for the transportation.

23.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

## (24) SEVERABILITY:

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

## (25) VARIATION OF THE CONTRACT:

No agent or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.























## COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier.

## (1) CLAUSES PARALLEL:

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 49 U.S.C. sections 1930-1935 (hereinafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any state making the place of origin or destination of the goods subject to the provisions of the Rules of Hague-Visby Rules (collectively) applicable to the Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, and save that goods before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier.

## (2) DEFINITIONS:

2.1 "Ship" means the vessel named in the Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means AIT Worldwide Logistics, Inc. on whose behalf this Bill of Lading has been signed.

2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including packages with and without container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on the face of the Bill of Lading.

2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers (supplied or furnished by or on behalf of the Merchant), include the contents (as well).

## (3) SUBCONTRACTING:

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every agent, agent, subcontractor (including sub-subcontractors), or other person whose services have been used to perform the contract shall be entitled to the rights, exemptions from, or limitations of liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such agents, agents, subcontractors, or other persons who shall be deemed to be parties to this contract.

## (4) ROUTE OF TRANSPORT:

Carrier is entitled to transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigation, alter route, make calls, stop, go to sea, return, call, shift berth, leave in full or in part, embark or disembark any persons, cargo, containers and hazardous goods, with or without pilot and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

## (5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract is evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or discharge of any kind, including strike, and if by virtue of the above it has remained or is likely to remain in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or (b) deliver the goods at the place of delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liabilities provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship (whenever given), by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the ship, the right to give such order, direction, regulation, or suggestion. If by reason of or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall not be deemed to be included within the contract of carriage and shall not be a deviation.

## (6) BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

6.2 It is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred not during sea carriage and if it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract to the detriment of Merchant; and

(b) could have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 7 of this Bill of Lading.

6.4 If it cannot be determined where the loss of or damage to the goods occurred, liability shall be governed as provided in Section 5.2 above.

6.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular manner and shall not be liable for any direct or indirect losses caused by any delay.

6.6 Carrier shall not be liable for any loss or damage arising from: (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge; (b) compliance with the instructions of any person authorized to give them;

(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant; (d) inherent vice of the goods; (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to leakage or damage when not packed or when not properly packed; (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads; (g) fire, unless caused by actual fault or privity of Carrier; (h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including inland carriers, on account of the losses or damages for which such claims are paid.

6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

## (7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless Merchant declares a higher value as provided below, Carrier's liability for compensation for loss of or damage to goods shall be limited as follows: (a) for loss or damage occurring during any portion of the carriage governed by COGSA by force of law, Carrier's liability shall in no case exceed the amount of US\$500 per package or, for goods not in packages, per customary freight unit; (b) for loss or damage occurring during surface transportation in Mexico, Carrier's liability shall not exceed US\$10 per pound of the portion of the goods adversely affected; (c) for loss or damage occurring during any portion of the carriage when the foregoing limitation provisions are inapplicable, including periods of surface transportation in other regions and any portion of the carriage where COGSA, COGWA, the Hague Rules, or the Hague-Visby Rules are otherwise incorporated herein, but are not applied by force of law, Carrier's liability shall be limited to the lesser of US\$500 per package or US\$10 per pound of the portion of the goods adversely affected. When a carrier is concerned at what stage of the carriage the loss or damage occurred, it shall be presumed to have occurred during periods of surface transportation. Carrier shall also be entitled to full benefits of the laws and regulations of any country and the provisions of the contracts of any subcontractor that may be applicable to the Goods before loading or after discharge of the vessel, including all defenses and exclusions set forth therein and any limitations that are lower than those set forth herein.

The shipper or Merchant, with the consent of Carrier, may avoid these limitations, or any other limitation imposed by applicable law to the extent permitted thereby, by declaring a higher value for the Goods in the space provided on the front of this Bill of Lading and paying extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.2 In any case where Carrier's liability for compensation may exceed the amount set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 Carrier shall not be liable to any extent for any loss of or damage to, or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, casks, barrels, or any other valuable goods, including goods being transported solely for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or inland Carrier, the same is inscribed on the face of this Bill of Lading and additional freight has been paid as required.

7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only if Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

7.6 The liability of Carrier and its affiliates arising from agency (non-carrier) services, including, but not limited to, export/import-related services and with respect to any fees or penalties imposed, is limited to the circumstances of each independent engagement and to US\$500.00 per entry or shipment.

## (8) DESCRIPTION OF GOODS AND INFORMATION FOR REGULATORY COMPLIANCE:

Carrier is responsible for the collection and transmission of certain information prior to loading of the Goods in order to comply with applicable laws, treaties, rules and regulations promulgated by the countries of origin and destination (collectively "Applicable Law"), including, but not limited to, those contained in the Safe Use of Life at Sea Convention ("SOLAS") and applicable customs regulations. Merchant shall furnish Carrier with the information necessary to achieve compliance with Applicable Law, including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, container seal numbers, and verified shipment weights in accordance with SOLAS. For these and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, details of shipper and consignee, hazardous materials codes, and verified shipment weights furnished by Merchant are correct and Merchant shall indemnify and hold harmless Carrier against all claims, penalties, losses or damages arising from any inaccuracy or lack of timely presentation of such information.

## (9) CARRIER'S CONTAINERS:

If goods are received by Carrier not already packed in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in the control of Merchant or its agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

## (10) CONTAINER PACKED BY MERCHANT:

If Carrier receives the goods already packed into containers:

1. The Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only.

2. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers.

3. Merchant warrants that the above and seals of the containers are safe and proper and suitable for handling and damage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty.

4. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and

4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and 5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

## (11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity, as well as the names and addresses of the shipper and consignee.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier by law or the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

## (12) DECK CARGO:

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to load "on deck storage" on the face of this Bill of Lading and goods so carried shall constitute under deck storage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, delay, damage, or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's seaworthiness.

## (13) HEAVY LIFT:

13.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

## (14) DELIVERY:

14.1 Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or any other person or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or endorsed at Carrier's option, and may be disposed of or stored at Merchant's expense.

14.2 This Bill of Lading shall only be a negotiable document of title if consigned "to order," or order of a named consignee. If negotiable, an original bill of lading properly endorsed must be surrendered when the Goods are delivered. Subject to applicable law, if the person receiving the Goods wishes to take delivery without surrender of an original endorsed bill of lading, and if Carrier agrees in its sole discretion to deliver the goods without such surrender, the person receiving the Goods agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of delivering the Goods without such surrender. Upon surrender of one original bill of lading, all other original bills of lading will be immediately void. Negotiable bills of lading will in all events become void six months after date of issuance, provided Carrier shall continue to be entitled to all rights and limitations of liability herein.

14.3 This document shall constitute a non-negotiable bill of lading if consigned directly to a nominated person or entity and not consigned "to order," or order of a named consignee. Delivery of the Goods under a non-negotiable bill of lading may be made, at the sole discretion of the Carrier, to the nominated consignee without surrender of an original counterpart, such delivery shall constitute due delivery hereunder; Carrier may, but is under no obligation to, demand the surrender of this document before delivering the Goods. In the event of any ambiguity, this document shall constitute a non-negotiable bill of lading, and Carrier may, but is not required to, demand its original surrender before the release of the Goods. The consignee receiving the Goods in all events represents their entitlement to such receipt and as such agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of releasing the Goods to the consignee's custody.

## (15) NOTICE OF CLAIM:

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, Merchant shall be prima facie evidence of delivery in good condition by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery. All claims hereunder must be filed against Carrier in writing (i) in person or courier at the following address: AIT Worldwide Logistics, Inc., Attn: Cargo Claims Department, 1201 N. Rolling Road, Suite 100, Silver Spring, MD 20910, or (ii) electronically at [ClaimsAdmin@aitworldlog.com](mailto:ClaimsAdmin@aitworldlog.com).

15.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant, open the container or package and examine contents, weight, measure, and value of the goods. In case of incoherent declaration of the contents, weight, measure and/or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given; plus (b) expenses incurred in determining the correct details; plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to loss, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling or transportation of the shipment at a specific rate and the rate is filed in Carrier's tariff.

15.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is required to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in the Bill of Lading, or another currency at Carrier's option. Interest at 1-1/2% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to

the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or uninsured goods. Returned checks shall be subject to a \$100 fee.

15.3 Merchant shall be liable for all dues, duties, fees, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused accept or import by any governmental authority. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

15.4 The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any event, be solidarily or jointly or severally liable to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorney's fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "freight" or "freight prepaid" as long as freight and charges remain unpaid.

15.5 The Shipper, consignee, holder thereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fees, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

## (17) LITIGATION:

17.1 Where there has been a lien on any and all property (and documents relating thereto) of Merchant, in its actual or constructive possession, custody or control or an issue, which lien shall survive delivery, for all charges, expenses or advances owed to Carrier in connection with the shipment on which the lien is claimed, prior shipments of Merchant, or both, Carrier may sell at public auction or private sale, upon 10 days written notice, regulated mail to Merchant, the goods, items and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, including the value of management time and effort, and apply the net proceeds of such sale to the payment of the amount due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

## (18) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 30 months.

## (19) JURISDICTION:

This contract is to be governed by the laws of the United States and the State of Illinois, with the exception of its conflict of laws principles. All disputes arising from the shipment to which this bill of lading pertains may only be instituted in the United States District Court for the Northern District of Illinois, which shall have exclusive jurisdiction and venue over such disputes. Merchant and Carrier agree that they are each personally subject to the jurisdiction of that court.

## (20) GENERAL AVERAGE:

20.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1924. The General Average statement shall be prepared by adjusters appointed by Carrier.

20.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers.

## (21) BOTH-TO-BLAME COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-salvaging vessel or her owners, master or such loss or liability resulting from loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-salvaging vessel or her owners to Merchant and itself, recovered or recovered by the other or non-salvaging vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the collision, explosion or other cause of damage to any ship or ships or objects other than, or in addition to, the colliding ships or objects are as fault with respect to a collision or contact.

## (22) CARRIERS' TARIFFS:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariff(s) may be obtained from Carrier's tariff website, the address of which is set forth on the U.S. Federal Maritime Commission's website at [www.fmc.gov](http://www.fmc.gov).

## (23) PERISHABLE CARGO:

23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is a note on the reverse side of the Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdowns, or stoppage of the refrigeration, ventilation or heating machinery, rusting, ship's pest, or other such heating of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

23.2 Merchant undertakes not to tender for transportation any goods that require refrigeration without giving written notice of their nature and the required temperature setting of the thermocouple controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly loaded in the container and that the thermocouple controls have been adequately set before receipt of the goods by Carrier.

23.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been pre-frozen for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo loaded at a higher temperature than that required for the transportation.

23.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

## (24) SEVERABILITY:

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

## (25) VARIATION OF THE CONTRACT:

No agent or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.



## HOUSE SEA WAYBILL

Sea Waybill Number

Case 1:22-cv-08233-PAE Document 68-1 Filed 01/20/23 Page 21 of 24

COPY

SCN00498184

**Exporter**  
 PHU MY KHANG CO., LTD  
 BAU DE WARD, THANH HOA HAMLET, HO NAI 3 COMMUNE  
 TRANG BOM DISTRICT, DONG NAI PROVINCE  
 DONG NAI  
 VIET NAM

**Consignee**

HOMEGOODS  
 770 COCHITUATE ROAD  
 FRAMINGHAM MA 01701  
 UNITED STATES  
 +17743085239

**Notify Party****Vessel**

ONE COMMITMENT

**Voyage**

050E

**Place of Receipt**

HO CHI MINH CITY, VIET NAM

**Port of Loading**

HO CHI MINH CITY, VIET NAM

**Destination (if on carr)**

LOS ANGELES, UNITED STATES

**Release**

SEA WAYBILL

**Shipped On Board**

10-Nov-20

**Port of Discharge**

LOS ANGELES, UNITED STATES

**Freight Payable At**

FREIGHT COLLECT

**No. of Original B/L**

3 (THREE)

Details of cargo as declared by Shipper

Declared Cargo Value U.S. \$ \_\_\_\_\_

**Marks and Numbers**

BMOU5750503/YMAH713669/  
 40HC

**Description of Goods**

1 x 40HC CONTAINER  
 94 Carton(s)  
 CHAT SET  
 PO# PCS CTNS CBM KGS  
 2000937742 94 94 66.76 3,760.00  
 total 94 94 66.76 3,760

**Gross Mass**

3760 KG

**Cubic(M3)**

66.76 M3

P.O. # 2000937742

Consol Ref: C00395558

Shipper Load Count and Sealed

Container Seals

Type

Weight(KG)

Volume(M3)

Packages

Mode

BMOU5750503 YMAH713669  
 94 CTN - 3760 KG - GEN

40HC

3760

66.76

94 CTN

CY/CY\*

**Delivery Agent**

AIT WORLDWIDE LOGISTICS, INC.  
 19901 HAMILTON AVE STE D  
 FIRMS Z894  
 TORRANCE CA 90502  
 UNITED STATES  
 Phone: +1 310-538-4383 Fax: +1 310-538-8274

**Freight and Charges**

In witness of the contract herein contained, the above stated number of originals Bills  
 of Lading have been issued, one of which to be accomplished, the other(s) being void.

AS CARRIER

**Place of Issue:**

HO CHI MINH CITY, VIET NAM

**Date of Issue:**

10-Nov-20

**Place of Acceptance**

HO CHI MINH CITY, VIET NAM

**Place of Delivery**

LOS ANGELES, UNITED STATES

**Total No. of Packages**

ONE CONTAINER(S)



FMC NO.025018N

Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding.  
 The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.  
 In WITNESS, whereof one (1) original Sea Waybill has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Sea Waybill must be surrendered duly endorsed in exchange for the Goods or delivery order.







# Exporter

PHU MY KHANG CO., LTD.  
BAU DE WARD, THANH HOA HAMLET, HO NAI 3 COMMUNE  
TRANG BOM DISTRICT, DONG NAI PROVINCE  
DONG NAI  
VIET NAM

# Consignee

HOMEGOODS  
770 COCHITUATE ROAD  
FRAMINGHAM MA 01701  
UNITED STATES  
+17743085239

# Notify Party

# Vessel

ONE COMMITMENT

# Voyage

050E

# Place of Receipt

HO CHI MINH CITY, VIET NAM

# Port of Loading

HO CHI MINH CITY, VIET NAM

# Destination (if on carr)

LOS ANGELES, UNITED STATES

# Release

SEA WAYBILL

# Shipped On Board

10-Nov-20

# Port of Discharge

LOS ANGELES, UNITED STATES

# Freight Payable At

FREIGHT COLLECT

# No. of Original B/L

3 (THREE)

Details of cargo as declared by Shipper

Declared Cargo Value U.S. \$

# Marks and Numbers

# Description of Goods

# Gross Mass

# Cubic(M3)

1 x 40HC CONTAINER  
94 Carton(s)  
CHAT SET  
PO# PCS CTNS CBM KGS  
1000937742 56 56 39.77 2,240.00  
2000937742 38 38 26.99 1,520.00  
total 94 94 66.76 3,760

3760 KG

66.76 M3

P.O. # 1000937742

Consol Ref: C00395560

Shipper Load Count and Sealed

# Container Seals

# Type

# Weight(KG)

# Volume(M3)

# Packages

# Mode

MAGU5659551 YMAH691600  
94 CTN - 3760 KG - GEN

40HC

3760

66.76

94 CTN

CY/CY\*

# Delivery Agent

# Freight and Charges

AIT WORLDWIDE LOGISTICS, INC.  
19901 HAMILTON AVE STE D  
FIRMS Z894  
TORRANCE CA 90502  
UNITED STATES  
Phone: +1 310-538-4383 Fax: +1 310-538-8274

In witness of the contract herein contained, the above stated number of originals Bills of Lading have been issued, one of which to be accomplished, the other(s) being void.

AS CARRIER

# Place Of Issue:

HO CHI MINH CITY, VIET NAM

# Date Of Issue:

10-Nov-20

# Place of Acceptance

HO CHI MINH CITY, VIET NAM

# Place of Delivery

LOS ANGELES, UNITED STATES

# Total No. of Packages

ONE CONTAINER(S)

# HOUSE SEA WAYBILL

Sea Waybill Number

SGN00498185

Case 1:22-cv-08233-PAE Document 68-1 Filed 01/20/23 Page 23 of 24

COPY



FMC NO.025018N

Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding.  
The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.  
In WITNESS, whereof one (1) original Sea Waybill has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Sea Waybill must be surrendered duly endorsed in exchange for the Goods or delivery order.



(25) VARIATION OF THE CONTRACT:  
No servant or agent of Carter shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carter.